

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
NORTHERN DIVISION

SHARON MORRIS,

Plaintiff,

v.

LITTON LOAN SERVICING; et al.

Defendant.

2007 SEP 27 P 2:28

)
DEBRA P HACKETT, CLK
U.S. DISTRICT COURT
MIDDLE DISTRICT ALA

) CIVIL ACTION NO. 2:07cv862 -T

LITTON LOAN SERVICING'S NOTICE OF REMOVAL

Defendant Litton Loan Servicing (“Litton”), pursuant to 28 U.S.C. §§ 1332, 1441 and 1446, hereby removes this action filed by Plaintiff Sharon Morris (“Plaintiff”) in the Circuit Court of Chilton County, Alabama, to the United States District Court for the Middle District of Alabama, Northern Division. In support, Litton shows as follows:

PROCEDURAL BACKGROUND

1, This action was originally commenced by Plaintiff against Litton on May 30, 2007, in the Circuit Court of Chilton County, Alabama, Case No. 07-900044.00.¹

¹ A true and correct copy of the entire Circuit Court Record is attached as “Exhibit A” which includes copies of all process, pleadings, and orders served on Litton.

2. Service of the Complaint was perfected on Litton by Certified Mail on September 1, 2007.

3. This Notice of Removal is being filed in the United States District Court for the Middle District of Alabama, Northern Division, within the district and division embracing the place where the state court case was filed as required by 28 U.S.C. §§ 81(b)(1) and 1441(a).

4. This Notice of Removal is timely filed in accordance with 28 U.S.C. § 1446(b) as it is being filed within 30 days of service being deemed perfected on Litton and less than one year after this action was commenced.

5. Promptly after filing this Notice, Litton is filing a true and correct copy of its Notice of Removal with the Clerk of Court for the Circuit Court of Chilton County, Alabama, as required by 28 U.S.C. § 1446(d).

THE PARTIES ARE COMPLETELY DIVERSE

6. A “civil case filed in state court may be removed by the defendant to federal court if the case could have been brought originally in federal court.” *Triggs v. John Crump Toyota, Inc.*, 154 F.3d 1284, 1287 (11th Cir. 1998). “Diversity jurisdiction requires complete diversity; every plaintiff must be diverse from every defendant...” *Id.*

7. Plaintiff is presently and was at the commencement of this action a citizen and adult resident of the State of Alabama, and Plaintiff also is presently

and was at the commencement of this action the owner of real property located in Chilton County, Alabama. (Compl. ¶ 1).

8. Litton is presently and was at the commencement of this action a citizen of the States of Delaware and Texas. Litton is presently and was at the commencement of this action a corporation incorporated under the laws of the State of Delaware with its principal place of business in Texas.

9. For the purposes of diversity jurisdiction, “a corporation shall be deemed to be a citizen of any State by which it has been incorporated and of the State where it has its principal place of business.” 28 U.S.C. § 1332(c)(1).

10. Thus, complete diversity exists between the parties as Plaintiff is presently and was at the commencement of this action a citizen of Alabama and Litton presently and was at the commencement of this action a citizen of Delaware and Texas.

11. Litton is the only defendant specifically named in the action. Consent from the fictitious parties is not possible or required because, for the purposes of removal, “the citizenship of defendants sued under fictitious names shall be disregarded.” 28 U.S.C. § 1441(a).

**THE AMOUNT IN CONTROVERSY EXCEEDS \$75,000,
EXCLUSIVE OF INTEREST AND COSTS**

12. In order to be removable, there must also be at least \$75,000 in controversy. *See* 28 U.S.C. § 1332(a).

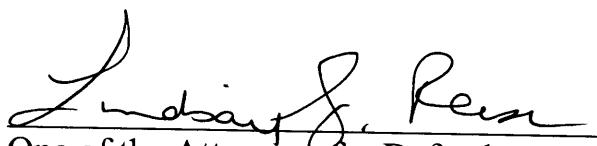
13. Plaintiff has specifically pled in her complaint that she is seeking damages from Litton in the amount of \$89,000. (Compl. ¶ 4).

14. Because Plaintiff has made clear that she is seeking damages from Litton in excess of \$75,000, the amount in controversy requirement is satisfied.

**ALL OF THE PREREQUISITES FOR REMOVAL
HAVE BEEN SATISFIED**

15. All of the prerequisites for removal of this action to federal court on the basis of diversity jurisdiction have been satisfied. Because complete diversity exists amongst all plaintiffs and all specifically named defendants, in this case Litton, and it is facially apparent from the Complaint that Plaintiff seeks in excess of the requisite amount in controversy, jurisdiction is conferred on this Court pursuant to 28 U.S.C. § 1332.

Respectfully submitted this 27th day of September, 2007.



One of the Attorneys for Defendant
Litton Loan Servicing

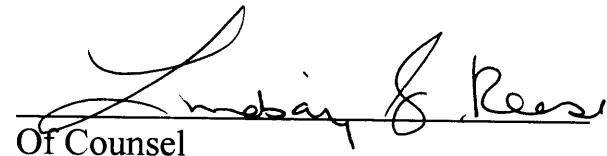
OF COUNSEL:

Gregory C. Cook (ASB-1088-O55G)
A. Kelly Brennan (ASB-4440-A50B)
Lindsay S. Reese (ASB-9678-L61R)
BALCH & BINGHAM, LLP
1710 Sixth Ave. North
P.O. Box 306
Birmingham, Alabama 35201-0306
Telephone: (205) 251-8100
Facsimile: (205) 226-8798

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served upon the following by U.S. Mail, postage pre-paid, on this the 27th day of September, 2007:

Mr. David E. Hampe
Attorney for Plaintiff
623 Frank Nelson Building
205 20th Street North, Suite 623
Birmingham, Alabama 35203



Of Counsel

EXHIBIT A

AVSO351

CV 2007 900044.00

JUDGE: BEN A FULLER

ALABAMA JUDICIAL DATA CENTER
CASE ACTION SUMMARY
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF CHILTON COUNTY

SHARON MORRIS V. LITTON LOAN SERVICING
FILED: 05/30/2007 TYPE: OTHER CV CASE

TYPE TRIAL: JURY

TRACK:

DATE1: CA: CA DATE:
DATE2: AMT: \$.00 PAYMENT:
DATE3:
*****PLAINTIFF 001: MORRIS SHARON
2380 COUNTY ROAD 18 WEST ATTORNEY: HAMPE DAVID E JR
CLANTON, AL 35045-0000 HAM007 623 FRANK NELSON BUILDING
PHONE: (205) 389-0742 205 20TH STREET NORTH
BIRMINGHAM, AL 35203
ENTERED: 05/30/2007 ISSUED: TYPE: (205) 328-4263
SERVED: ANSWERED: JUDGEMENT:DEFENDANT 001: LITTON LOAN SERVICING ATTORNEY: COOK GREGORY CARL
4828 LOOP CENTRAL DRIVE COO038 P O BOX 306
HOUSTON, TX, AL 77081-0000 BIRMINGHAM, AL 35201
PHONE: (205) 000-0000 (205) 226-3426
ENTERED: 05/30/2007 ISSUED: 05/30/2007 TYPE: CERTIFIED
SERVED: 09/01/2007 ANSWERED: 09/27/2007 JUDGEMENT:BRENNAN A KELLY
1710 SIXTH AVENUE N.BIRMINGHAM, AL 35213
(205) 226-3475REESE LINDSAY SNELLGROVE
1710 6TH AVE NBIRMINGHAM, AL 36203
(205) 226-3493

05/30/2007 COMPLAINT E-FILED.
 05/30/2007 FILED THIS DATE: 05/30/2007 (AV01)
 05/30/2007 ORIGIN: INITIAL FILING (AV01)
 05/30/2007 CASE SCANNED STATUS SET TO: N (AV01)
 05/30/2007 CASE ASSIGNED STATUS OF: ACTIVE (AV01)
 05/30/2007 ASSIGNED TO JUDGE: BEN A FULLER (AV01)
 05/30/2007 JURY TRIAL REQUESTED (AV01)
 05/30/2007 MORRIS SHARON ADDED AS C001 (AV02)
 05/30/2007 LISTED AS ATTORNEY FOR C001: HAMPE DAVID E JR
 05/30/2007 LITTON LOAN SERVICING ADDED AS D001 (AV02)
 05/30/2007 LISTED AS ATTORNEY FOR D001: PRO SE (AV02)
 05/30/2007 CERTIFIED MAI ISSUED: 05/30/2007 TO D001 (AV02)

FEB 09/27/2007

CV 2007 900044.00

I, Glenn McGriff, Clerk of the Circuit Court of Chilton County, Alabama, do hereby certify that the within and foregoing is a true and correct copy, of Case File in Case No. CV-07-00862 dated 9/27/2007 this the 27 day of September 2007
Glenn McGriff
 Clerk of Court FBS

JUDGE: BEN A FULLER

ALABAMA JUDICIAL DATA CENTER
CASE ACTION SUMMARY
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF CHILTON COUNTY

SHARON MORRIS V. LITTON LOAN SERVICING
FILED: 05/30/2007 TYPE: OTHER CV CASE

TYPE TRIAL: JURY

TRACK:

DATE1: CA: CA DATE:
DATE2: AMT: \$.00 PAYMENT:
DATE3:*****
05/30/2007 COMPLAINT - SUMMONS

08/27/2007 REISSUE OF CERTIFIED MA ON 08/27/2007 FOR D001

09/23/2007 SERVICE OF CERTIFIED MAI ON 09/01/2007 FOR D001

09/27/2007 LISTED AS ATTORNEY FOR D001: COOK GREGORY CARL

09/27/2007 LISTED AS ATTORNEY FOR D001: BRENNAN A KELLY (AV02)

09/27/2007 LISTED AS ATTORNEY FOR D001: REESE LINDSAY SNELLG

09/27/2007 ANSWER OF REMOVAL ON 09/27/2007 FOR D001 (AV02)

09/27/2007 LITTON LOAN SERVICINGS NOTICE OF FILING NOTICE

09/27/2007 OF REMOVAL

09/27/2007 LITTON LOAN SERVICINGS NOTICE OF REMOVAL.

AVSO352

CASE: CV 2007 900044.00
JUDGE: BEN A FULLER

ALABAMA JUDICIAL DATA CENTER
CASE ACTION SUMMARY CONTINUATION
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF CHILTON COUNTY

SHARON MORRIS V. LITTON LOAN SERVICING
FILED: 05/30/2007 TYPE: OTHER CIV CASE

TYPE TRIAL: JURY

TRACK:

DATE1: CA: CA DATE:
DATE2: AMT: \$.00 PAYMENT:

AVSO353

ALABAMA JUDICIAL DATA CENTER
FEE SHEET
CIRCUIT CIVIL

CASE:CV 2007 900044.00

THE CIRCUIT COURT OF CHILTON COUNTY JUDGE: BEN A FULLER

SHARON MORRIS V. LITTON LOAN SERVICING
PATTY:HAMPE DAVID E JR DATTY: * * * PRO SE * * *
623 FRANK NELSON BUILDING
205 20TH STREET NORTH
BIRMINGHAM, AL 35203

CIVIL FEE SUMMARY		DATE	DATE	DATE	DATE	CONTINUATION	DATE	DATE	DATE	DATE
DOCKET	FILING FEE	AMT	AMT	AMT	AMT					
SM(<)	\$42.00					OTHER SERVICES				
SM(>)	\$116.00					COMMISSION ON SALE				
DIST	\$236.00					JUDGEMENTS				
CIRC	\$235.00					POST JUDGEMENT FEE				
JU/CS	\$103.00					ATTACHMENTS				
LAW LIBRARY TAX	2.00					GARNISHMENTS				
JURY DEMAND						EXECUTION				
SERVICE FEES						APPEAL COSTS				
EACH DEF OVER						LOWER COURT COSTS				
SHERIFF	\$5					OTHER				
CERT MAIL						COURT ADM FUND				
SUBPOENA EACH						FAMILY COURT				
ABND VEH	\$39.00					SHERIFF'S FEE				
WORKERS										
COMP	\$183.00					TOTAL COSTS				

State of Alabama
Unified Judicial System
Form AR Civ-93 Rev.5/99

**COVER SHEET
CIRCUIT COURT - CIVIL CASE**
(Not For Domestic Relations Cases)

Case Number:
14-CV-200
Date of Filing:
05/30/2007

ELECTRONICALLY FILED
5/30/07 2:39 PM
CV-07-000480
CIRCUIT COURT OF
CHILTON COUNTY, ALABAMA
GLENN M. GRIMM, CLERK

GENERAL INFORMATION

**IN THE CIRCUIT OF CHILTON COUNTY, ALABAMA
SHARON MORRIS v. LITTON LOAN SERVICING**

First Plaintiff: Business Individual
 Government Other

First Defendant: Business Individual
 Government Other

NATURE OF SUIT:

TORTS: PERSONAL INJURY

- WDEA - Wrongful Death
- TONG - Negligence: General
- TOMV - Negligence: Motor Vehicle
- TOWA - Wantonness
- TOPL - Product Liability/AEMLD
- TOMM - Malpractice-Medical
- TOLM - Malpractice-Legal
- TOOM - Malpractice-Other
- TBFM - Fraud/Bad Faith/Misrepresentation
- TOXX - Other: _____

TORTS: PERSONAL INJURY

- TOPE - Personal Property
- TORE - Real Property

OTHER CIVIL FILINGS

- ABAN - Abandoned Automobile
- ACCT - Account & Nonmortgage
- APAA - Administrative Agency Appeal
- ADPA - Administrative Procedure Act
- ANPS - Adults in Need of Protective Services

OTHER CIVIL FILINGS (cont'd)

- MSXX - Birth/Death Certificate Modification/Bond Forfeiture Appeal/Enforcement of Agency Subpoena/Petition to Preserve
- CVRT - Civil Rights
- COND - Condemnation/Eminent Domain/Right-of-Way
- CTMP-Contempt of Court
- CONT-Contract/Ejectment/Writ of Seizure
- TOCN - Conversion
- EQND- Equity Non-Damages Actions/Declaratory Judgment/Injunction/Election Contest/Quiet Title/Sale For Division
- CVUD-Eviction Appeal/Unlawful Detainer
- FORJ-Foreign Judgment
- FORF-Fruits of Crime Forfeiture
- MSHC-Habeas Corpus/Extraordinary Writ/Mandamus/Prohibition
- PFAB-Protection From Abuse
- FELA-Railroad/Seaman (FELA)
- RPRO-Real Property
- WTEG-Will/Trust/Estate/Guardianship/Conservatorship
- COMP-Workers' Compensation
- CVXX-Miscellaneous Circuit Civil Case

ORIGIN: **INITIAL FILING**

A **APPEAL FROM
DISTRICT COURT**

OTHER

R **REMANDED**

T **TRANSFERRED FROM
OTHER CIRCUIT COURT**

HAS JURY TRIAL BEEN DEMANDED? Yes No

RELIEF REQUESTED: **MONETARY AWARD REQUESTED** **NO MONETARY AWARD REQUESTED**

ATTORNEY CODE: HAM007

5/30/2007 2:33:18 PM

/s DAVID HAMPE

MEDIATION REQUESTED:

Yes No Undecided

COURTS ORIGINAL
SUMMONS - CIVIL

Case Number

CV 2007-900044

IN THE CIRCUIT COURT OF CHILTON COUNTY

Plaintiff, **SHARON MORRIS nka SHARON LUCAS** Defendant, **LITTON
LOAN SERVICING**NOTICE TO Litton Loan Servicing, Defendant

THE COMPLAINT WHICH IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS. YOU OR YOUR ATTORNEY ARE REQUIRED TO MAIL OR HAND DELIVER A COPY OF A WRITTEN ANSWER, EITHER ADMITTING OR DENYING EACH ALLEGATION IN THE COMPLAINT TO THE PLAINTIFF'S ATTORNEY David E. Hampe, WHOSE ADDRESS IS 205 20th Street North, Suite 623, Birmingham, Alabama 35203

THIS ANSWER MUST BE MAILED OR DELIVERED WITHIN 30 DAYS AFTER THIS SUMMONS AND COMPLAINT WERE DELIVERED TO YOU OR A JUDGMENT BY DEFAULT ~~12/28/2007~~ MAY BE ENTERED AGAINST YOU FOR THE MONEY OR OTHER THINGS ~~demanded~~ DEMANDED IN THE COMPLAINT. YOU MUST ALSO FILE THE ORIGINAL OF YOUR ANSWER WITH THE CLERK OF THIS COURT.

22224 2007 5658 8
TO ANY SHERIFF OR ANY PERSON AUTHORIZED by either Rules 4.1(b)(2) or 4.2(b)(2) or 4.4(b)(2) of the Alabama Rules of Civil Procedure: You are hereby commanded to serve this summons and a copy of the complaint in this action upon ~~the~~ defendant.

XX This service by certified mail of this summons is initiated upon the written request of David E. Hampe pursuant to Rule 4.1(c) of the Alabama Rules of Civil Procedure.

8-24-07

Sheriff M. D. H.

Date

Clerk/Register

By: JB

RETURN ON SERVICE:

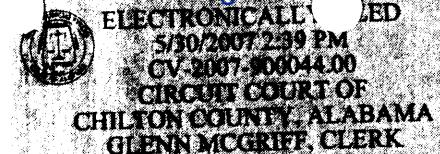
Certified Mail return receipt received in this office on
(Date) _____ (Return receipt hereto attached.)

I certify that I personally delivered a copy of the Summons and
Complaint to _____ in _____ County, Alabama on (Date) _____.

Date
Address of Server

Server Signature

Type of Server



IN THE CIRCUIT COURT OF CHILTON COUNTY, ALABAMA

SHARON MORRIS nka SHARON)

LUCAS,)

Plaintiff,)

vs.)

LITTON LOAN SERVICING, a)
corporation; Fictitious Parties 1, 2)
and 3, being those persons, firms,)
or corporations known as or doing)
business as Litton Loan Servicing;)
Fictitious Parties 4, 5, and 6, being)
the persons, firms, or corporations)
who are the principal of Litton Loan)
Servicing (hereafter called Litton) that)
holds the mortgage on the property)
of Sharon Morris; Fictitious Parties 7,)
8, 9, and 10 being those persons, firms)
basis of this Complaint; Defendants 8,)
9 and 10, those agents or servants of)
the entity known as Litton Loan)
Servicing that are responsible in any)
way for the injuries and damages)
complained of by the Plaintiff in this)
lawsuit; all of whose true names and)
legal identities are otherwise unknown)
but will be substituted by amendment)
when ascertained. accident made)
the basis of the Complaint;)
Defendants 14, 15 and 16, being)
the persons who negligently)
entrusted to someone who)
negligently or wantonly assigned)
the vehicle to be driven by)
the Plaintiff on said occasion;)
all of whose true names and legal)
identities are otherwise unknown)

Civil Action No. CV-07-900044 F

**to the Plaintiff at this time, but will
be added by amendment when
ascertained.**)
)
Defendants.)

COMPLAINT

1. On May 16, 2005, the home of the Plaintiff, located at 2334 County Road 18 West, Clanton, Alabama 35045, was destroyed by fire. At the time of the fire, the property was owned by the Plaintiff, and the property was mortgaged and/or serviced by Litton Loan Servicing.

2. On said date, the Plaintiff's home and contents were insured by American Modern Homes Insurance, which was obtained by the Plaintiff. Litton, the Defendant, also had obtained, on behalf of the Plaintiff, force-placed insurance on said property, and added the premiums for coverage to the Plaintiff's account with the mortgage company despite the fact Ms. Morris' agent had notified the Defendant mortgage company of her insurance coverage.

3. After the fire destroyed the Plaintiff's home and contents, she notified the Defendant of the loss.

4. Southwest Business Corp., an insurance company who provided forced-place insurance for the Plaintiff's home and contents, paid the Defendant its mortgage balance of approximately \$64,297.00 on or about June 9, 2005. It also paid over \$2,200.00 for living quarters after the fire to the Plaintiff.

5. In August 2005, Plaintiff's fire insurance company paid her damages of \$65,000.00 for the loss of her home, which she endorsed and sent to the mortgage company to satisfy the account. She was also paid for her contents that was ruined by the fire.

6. Despite the fact that the Plaintiff had her own policy, in addition to the forced-placed insurance by the mortgage company, the Defendant refunded the money it had received from Southwest Business Corp., and applied the funds from Plaintiff's insurance proceeds to her mortgage account..

Since the Defendant elected to cancel the policy with its forced-placed coverage insurance, there was approximately ninety (90) days difference in the time of payment by Southwest Business Corp. till American Modern Home paid Litton. Although the mortgage company had use of the money from Southwest Business Corp. proceeds, it charged the Plaintiff and additional three (3) months interest on her mortgage balance. The money paid by the Plaintiff's fire insurance company did not adequately pay for the damage to her home and her contents. If the Defendant had not cancelled the policy with Southwest Business Corp., there would have been enough money to adequately make the Plaintiff whole. Plaintiff recognizes that she is not entitled to unjust enrichments from collecting on two (2) fire insurance policies, but part of the proceeds would have made her whole.

7. The Defendant also charged Plaintiff \$749.00 for additional insurance after the house had burned. This should not have been charged to the Plaintiff because the policy to Southwest Business Corp. had been cancelled by Defendant retroactively, and refunded the proceeds sent to Litton by Southwest Business Corp.

8. The Plaintiff was obligated by agreement with the mortgage servicing company, Litton, to pay for its destroyed security interest in the home of the Plaintiff, but Litton, in addition, charged the Plaintiff \$1,702.99 for pre-payment penalty, although she was required to pay Litton for its security interest from her proceeds. This created an unfair situation in which the mortgage company is trying to require her to pay this pre-payment penalty.

WHEREFORE, the Plaintiff claims damages under the following theories of law:

1. Litton breached its duty by cancelling the insurance with Southwest Business Corp. and not giving Plaintiff the right to determine which policy she wanted cancelled. By cancelling the forced-placed insurance, Litton chose to charge Plaintiff interest for ninety (90) days on its loan until it received the funds from her fire insurance company. By cancelling the policy, the Plaintiff was not made whole for her loss.

2. The Defendant's negligently charged the Plaintiff for insurance after the house burned rather than get a refund from the forced-place insurance company. The Defendant negligently charged the Plaintiff a pre-pay penalty.

3. The Defendant tortiously interfered with the contracts that insured the Plaintiff's home by arbitrarily cancelling one of the fire insurance contracts without permission of the Plaintiff, or checking to see what her total loss was.

4. Without the unlawful or illegal charges to the Plaintiff's account by the Defendant, Litton, her mortgage would have been cancelled. Plaintiff seeks a judicial determination that the mortgage be declared paid and that this Honorable Court will enjoin Litton from foreclosing on the property.

As a result of the action by Litton, the plaintiff has suffered mental anguish, emotional stress, and she has been monetarily damaged for which she claims damages in the amount of \$89,000.00.

s/ David E. Hampe

David E. Hampe,
Attorney for Plaintiff
623 Frank Nelson Building
205 - 20th Street North
Birmingham, AL 35203
Ph. (205) 328-4263

PLAINTIFF REQUESTS A STRUCK JURY

Plaintiff's Address:

Mrs. Kay Lucas
2380 County Road 18 West
Clanton, AL 35045

Defendants' Address:

Litton Loan Services
4828 Loop Central Drive
Houston, TX 77081-2226

LAW OFFICES
DAVID E. HAMPE
623 FRANK NELSON BUILDING
205 20TH STREET NORTH
BIRMINGHAM, ALABAMA 35203

TELEPHONE 205-328-4263
FAX 205-328-4267
e-mail: dhampe@davidhampe.com

July 20, 2007



Circuit Court of Chilton County
P. O. Box 1946
Clanton, AL 35046

ATTN: Ms. Verne Baker

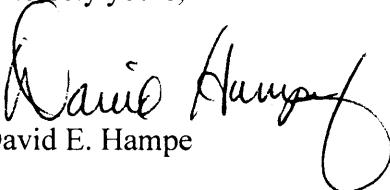
Re: Sharon Morris nka Sharon Lucas vs. Litton Loan Servicing; Case No. CV 2007-900044.

Dear Ms. Baker:

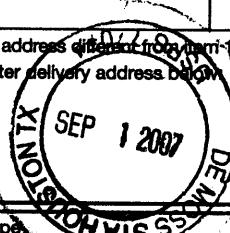
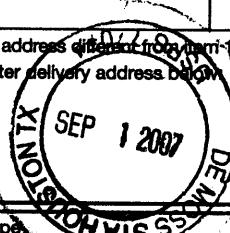
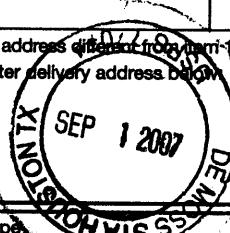
Enclosed is an original and two copies of the Summons for the Complaint that was filed electronically on May 30, 2007 in the above-styled cause. Please stamp the extra copy "filed" and return same to our office in the enclosed self-addressed, stamped envelope.

Thank you for your assistance in this matter.

Sincerely yours,


David E. Hampe

DEH/af
Enclosures

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY																					
<ul style="list-style-type: none"> ■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits. 		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">A. Signature</td> </tr> <tr> <td colspan="2"> <input checked="" type="checkbox"/> FRANCIS BLACKSHEAR <input type="checkbox"/> Agent <input type="checkbox"/> Addressee </td> </tr> <tr> <td>B. Received by (Printed Name)</td> <td>C. Date of Delivery</td> </tr> <tr> <td colspan="2"> D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below </td> </tr> <tr> <td colspan="2" style="text-align: center;">  </td> </tr> <tr> <td colspan="2"> 3. Service Type <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Certified Mail</td> <td style="width: 50%;"><input type="checkbox"/> Express Mail</td> </tr> <tr> <td><input type="checkbox"/> Registered</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td><input type="checkbox"/> C.O.D.</td> </tr> </table> </td> </tr> <tr> <td colspan="2">4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</td> </tr> </table>		A. Signature		<input checked="" type="checkbox"/> FRANCIS BLACKSHEAR <input type="checkbox"/> Agent <input type="checkbox"/> Addressee		B. Received by (Printed Name)	C. Date of Delivery	D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below				3. Service Type <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><input type="checkbox"/> Certified Mail</td> <td style="width: 50%;"><input type="checkbox"/> Express Mail</td> </tr> <tr> <td><input type="checkbox"/> Registered</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td><input type="checkbox"/> C.O.D.</td> </tr> </table>		<input type="checkbox"/> Certified Mail	<input type="checkbox"/> Express Mail	<input type="checkbox"/> Registered	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.	4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
A. Signature																							
<input checked="" type="checkbox"/> FRANCIS BLACKSHEAR <input type="checkbox"/> Agent <input type="checkbox"/> Addressee																							
B. Received by (Printed Name)	C. Date of Delivery																						
D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below																							
																							
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<input type="checkbox"/> Insured Mail	<input type="checkbox"/> C.O.D.																						
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes																							
1. Article Addressed to: <i>Litton Loan Service</i> <i>4828 Loop Central Dr.</i> <i>Houston, Texas</i> <i>77081</i>		2. Article Number <i>(Transfer from service label)</i> 7005 0390 0001 0921 5767																					

PS Form 3811, February 2004

Domestic Return Receipt

CV 07-900044 10595-02-M-1540

UNITED STATES POSTAL SERVICE



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CLERK OF COURT
P.O. BOX 1946
CLANTON, AL 35046
205-280-0557



Court Name: U S DISTRICT COURT - AL/M
Division: 2
Receipt Number: 4602000550
Cashier ID: brobinso
Transaction Date: 09/27/2007
Payer Name: BALCH AND BINGHAM LLP

CIVIL FILING FEE

For: BALCH AND BINGHAM LLP
Case/Party: D-ALM-2-07-CV-000862-001
Amount: \$350.00

CHECK

Check/Money Order Num: 284103
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

MORRIS V. LITTON LOAN SERVICING